

STATE OF DELAWARE



DEPARTMENT OF CORRECTION INVITATION TO BID MEAT, CHEESE, FISH, AND POULTRY

CONTRACT NO. 3014

February 9, 2009

**- *Deadline to Respond* -
MARCH 12, 2009
2:00 PM EST
(FOR APRIL, MAY AND JUNE 2009 DELIVERIES)**

ALL BIDDERS:

The enclosed packet contains an "INVITATION TO BID" for MEAT, CHEESE, FISH, AND POULTRY.

The invitation consists of the following documents:

INVITATION TO BID - CONTRACT NO. 3014

- 1 DEFINITIONS and GENERAL PROVISIONS
 A – GENERAL PROVISIONS
 B – AWARD AND EXECUTION OF CONTRACT
 C – GENERAL
 D – EQUAL OPPORTUNITY
- 2 MEMORANDUM FROM CORRECTIONAL FOOD SERVICES ADMINISTRATOR
- 3 SPECIAL PROVISIONS
- 4 CONTRACT REQUIREMENTS
- 5 APPROVED BRAND LISTING
- 6 BID QUOTATION REPLY SECTION
 A – BID QUOTATION
 B – NO BID REPLY FORM
 C – NON COLLUSION STATEMENT AND ACCEPTANCE
 D – OFFICE OF MINORITY AND WOMEN BUSINESS ENTERPRISE (OMWBE) APPLICATION

In order for your bid to be considered, the bid quotation reply section shall be executed completely and correctly and returned in a sealed envelope clearly displaying the contract number **by March 12, 2009 at 2:00 PM EST.**

Bids shall be submitted to:

**State of Delaware
Department of Correction
Paul Giery
Purchasing Services Administrator
245 McKee Road
Dover, DE 19904**

Please review and follow the information and instructions contained in the general and special provisions section of the invitation. Should you need additional information, please call (302) 857-5262.

NOTE TO VENDORS: All vendors must be able to accept payment by procurement card and/or conventional check at the State's option, without imposing any additional fees, costs, or conditions. This means that at the time of the award of the contract, the vendor must be setup and able to accept the VISA credit card for payments. If you are not able to accept this type of payment, the award will go to the next lowest bidder. Please reference #34, Billing & Payment of Invoices.

**STATE OF DELAWARE
DEPARTMENT OF CORRECTION**

**DEFINITIONS
AND
GENERAL PROVISIONS**

The attached Definitions and General Provisions apply to all contracts and are part of each Invitation to Bid (ITB). The requirement to furnish a bid bond and performance bond is applicable unless waived in the Special Provisions. Should the General Provisions conflict with the Special Provisions, the Special Provisions shall prevail. Bidders or their authorized representatives are required to fully acquaint themselves as to State procurement laws and regulations prior to submitting bid.

DEFINITIONS

Whenever the following terms are used, their intent and meaning shall be interpreted as follows:

STATE: The State of Delaware

AGENCY: State Agency as noted on cover sheet

DESIGNATED OFFICIAL: The agent authorized to act for the Agency

BID INVITATION: The "bid invitation" or "invitation to bid" is a packet of material sent to vendors and consists of General Provisions, Special Provisions, specifications, and enclosures.

GENERAL PROVISIONS: General Provisions are instructions pertaining to contracts in general. They contain, in summary, requirements of laws of the State, policies of the Agency, and instructions to vendors.

SPECIAL PROVISIONS: Special Provisions are specific conditions or requirements peculiar to the contract under consideration and are supplemental to the General Provisions. Should the Special Provisions conflict with the General Provisions, the Special Provisions shall prevail.

BIDDER OR VENDOR: Any individual, firm, or corporation formally submitting a proposal for the material or work contemplated, acting directly or through a duly authorized representative.

PROPOSAL: The offer of the bidder submitted on the approved form and setting forth the bidder's prices for performing the work or supplying the material or equipment described in the specifications.

SURETY: The corporate body which is bound with and for the contract, or which is liable, and which engages to be responsible for the contractor's payments of all debts pertaining to and for his acceptable performance of the work for which he has contracted.

BIDDER'S DEPOSIT: The security designated in the proposal to be furnished by the bidder as a guaranty of good faith to enter into a contract with the Agency if the work to be performed or the material or equipment to be furnished is awarded to him.

CONTRACT: The written agreement covering the furnishing and delivery of material or work to be performed.

CONTRACTOR: Any individual, firm, or corporation with whom a contract is made by the Agency.

CONTRACT BOND: The approved form of security furnished by the contractors and his surety as a guaranty of good faith on the part of the contractor to execute the work in accordance with the terms of the contract.

SECTION A – GENERAL PROVISIONS

1. BID INVITATION:

See "Definitions".

2. PROPOSAL FORMS:

The Invitation to Bid shall contain pre-printed forms for use by the vendor in submitting his bid. The forms shall contain basic information such as description of the item and the estimated quantities and shall have blank spaces for use by the vendor for entering information such as unit bid price, total bid price, etc.

3. INTERPRETATION OF ESTIMATES:

- a. The attention of bidders is called to the fact that, unless stated otherwise, the quantities given in the proposal form are to be considered to be approximate only and are given as a basis for the comparison of bids. The Agency may increase or decrease the amount of any item as may be deemed necessary or expedient during the period of the contract.
- b. An increase or decrease in the quantity for any item is not sufficient ground for an increase or decrease in the unit price.

4. SILENCE OF SPECIFICATIONS:

The apparent silence of the specifications as to any detail, or the apparent omission from it of detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and only material and workmanship of the first quality are to be used. Proof of specifications compliance will be the responsibility of the vendor.

5. EXAMINATION OF SPECIFICATIONS AND PROVISIONS:

The bidder shall examine carefully the proposal and the contract forms for the material contemplated. The bidder shall investigate and satisfy himself as to the conditions to be encountered, quality and quantities of the material to be furnished, and the requirements of the Special Provisions and the contract. The submission of a proposal shall be conclusive evidence that the bidder has made examination of the aforementioned conditions.

6. PREPARATION OF PROPOSAL:

- a. The bidder's proposal shall be written in ink or typewritten on the form provided.
- b. If items are listed with a zero quantity, bidder shall state unit price **ONLY** (intended for open end purchases where estimated requirements are not known). The proposal shall show a total bid price for each item bid and the total bid price of the proposal excluding zero quantity items.

7. PRICES QUOTED:

The prices quoted are those for which the material will be furnished F.O.B. Ordering Agency and include all charges that may be imposed during the period of the contract.

8. **DISCOUNT:**

No qualifying letter or statements in or attached to the proposal or separate discounts will be considered in determining the low bid except as may be otherwise herein noted. Cash or separate discounts should be computed and incorporated into unit bid price(s).

9. **SAMPLES OR BROCHURES:**

Samples or brochures may be required by the agency for evaluation purposes. They shall be such as to permit the Agency to compare and determine if the item offered complies with the intent of the specifications.

10. **PROPOSAL GUARANTY; BID BOND:**

- a. Each bidder shall submit with his proposal a guaranty in sum equal to at least 10% of the total value of his bid, according to Delaware Code Title 29, Section 6927(a).
- b. This bid bond shall be submitted in the form of good and sufficient bond drawn upon an insurance or bonding company authorized to do business in the State of Delaware, to the State of Delaware for the benefit of the Agency, or a certified check drawn on a reputable banking institution and made payable to the Agency in the requirement amount. If Agency bond form is not utilized, the substituted bond forms must conform to the minimum of conditions specified in the Agency bond form.

11. **DELIVERY OF PROPOSALS:**

Proposals shall be delivered in sealed envelopes and shall bear on the outside the name and address of the bidder as well as the designation of the contract. Proposals forwarded by U.S. Mail shall be sent first class to the address listed below. Proposals forwarded by delivery service other than the U.S. Mail or hand delivered must be delivered to the address listed below. All bids must clearly display the bid number on the envelope.

**State of Delaware
Department of Correction
Paul Giery
Purchasing Services Administrator
245 McKee Road
Dover, DE 19904**

All proposals will be accepted at the time and place set in the advertisement. Bidder bears the risk of delays in delivery. Proposals received after the time set for public opening will be returned unopened.

12. **WITHDRAWAL OF PROPOSALS:**

A bidder may withdraw his proposal unopened after it has been deposited, if such a request is made prior to the time set for the opening of the proposal.

13. **PUBLIC OPENING OF PROPOSALS:**

The bids shall be publicly opened at the time and place specified by the Agency. Bidders or their authorized representatives are invited to be present. Prior notice of attendance is required.

14. **PUBLIC INSPECTION OF PROPOSALS:**

If the bidder designates a portion of its bid as confidential, it shall isolate and identify in writing the confidential portions. The bidder shall include with this designation a statement that explains and supports the firm's claim that the bid items identified as confidential contain trade secrets or other proprietary data.

15. **DISQUALIFICATION OF BIDDERS:**

Any one or more of the following causes may be considered as sufficient for the disqualification of a bidder and the rejection of his proposal or proposals:

- a. More than one proposal for the same contract from an individual, firm, or corporation under the same or different names.
- b. Evidence of collusion among bidders.
- c. Unsatisfactory performance record as evidenced by past experience.
- d. Unit prices obviously unbalanced either in excess or below reasonable cost analysis values.
- e. Any unauthorized additions, interlineation, conditional or alternate bids or irregularities of any kind which may tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning.
- f. Non-attendance of mandatory pre-bid meetings.

SECTION B – AWARD AND EXECUTION OF CONTRACT

1. CONSIDERATION OF BIDS:

- a. After the proposals have been opened, the bids will be tabulated and the results will be made available to the public. Tabulations of the bids will be based on the correct summation of items at the unit price bid.
- b. The right is reserved to waive technicalities, to reject any or all bids, or any portion thereof, to advertise for new proposals, to proceed to do the work otherwise, or to abandon the work, if in the judgment of the Agency or its agent, the best interest of the State will be promoted thereby.

2. MATERIAL GUARANTY:

Before any contract is awarded, the successful bidder may be required to furnish a complete statement of the origin, composition and manufacture of any or all of the material to be used in the contract together with such samples as may be requested for the purpose of testing.

3. AWARD OF CONTRACT:

Within thirty days from the date of opening proposals, the contract will be awarded or the proposals rejected.

4. EXECUTION OF CONTRACT:

- a. The bidder to whom the award is made shall execute a formal contract and bond within twenty days after date of official notice of the award of the contract.
- b. If the successful bidder fails to execute the required contract and bond, as aforesaid, within twenty days after the date of official notice of the award of the contract, his proposal guaranty shall immediately become forfeited as liquidated damages. Award will then be made to the next lowest qualified bidder of the work or re-advertised, as the Agency may decide.

5. REQUIREMENT OF CONTRACT BOND:

- a. Successful bidders shall furnish bond, simultaneously with the execution of the formal contract, to the State of Delaware for the benefit of the Agency with surety in the amount of 100% of the total contract award or as otherwise provided in the Special Provisions. Said bonds shall be conditioned upon the faithful performance of the contract.
- b. The bond forms shall be provided by the Agency and the surety shall be acceptable to the Agency.

6. WARRANTY:

The successful bidder(s) shall be required to extend any policy guarantee usually offered to the general public, FEDERAL, STATE, COUNTY, or MUNICIPAL governments, on material in this contract against defective material, workmanship, and performance.

7. THE CONTRACT(S):

The contract(s) with the successful bidder(s) will be executed with the Department of Correction acting for all participating agencies.

8. **RETURN OF BIDDER'S DEPOSIT:**

The deposits shall be returned to the successful bidder upon the execution of the formal contract. The deposits of unsuccessful bidders shall be returned to them immediately upon the awarding of the contract or rejection of their bids.

9. **INFORMATION REQUIREMENT:**

The successful bidders shall be required to advise the Department of Correction of the gross amount of purchases made as a result of the contract.

10. **CONTRACT EXTENSION:**

The State reserves the right to extend this contract on a month-to-month basis for a period of up to three (3) months.

11. **TERMINATION FOR CONVENIENCE:**

Contracts shall remain in effect for the time period and quantity specified unless the contract is terminated by the State. The State may terminate the contract at any time by giving written notice of such termination and specifying the effective date thereof, at least sixty (60) days before the effective date of termination.

12. **TERMINATION FOR CAUSE:**

If, for any reasons, or through any cause, the Contractor fails to fulfill in timely and proper manner his obligations under this Contract, or if the Contractor violates any of the covenants, agreements, or stipulations of this Contract, the State shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least 5 days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Contractor under this Contract shall, at the option of the State, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the State.

SECTION C – GENERAL

1. AUTHORITY OF AGENCY:

On all questions concerning the interpretation of specifications, the acceptability and quality of material furnished and/or work performed, the classification of material, the execution of the work, and the determination of payment due or to become due, the decision of the Agency shall be final and binding.

2. LAWS TO BE OBSERVED:

The contractor is presumed to know and shall strictly comply with all National, State, or County laws, and City or Town ordinances and regulations in any manner affecting the conduct of the work. The contractor shall indemnify and save harmless the State of Delaware, the Agency, and all Officers, Agency and Servants thereof against any claim or liability arising from or based upon the violation of any such laws, ordinances, regulations, orders, or decrees whether by himself or by his employees.

3. PERMITS AND LICENSES:

All necessary permits, licenses, insurance policies, etc. required by local, State or Federal laws, shall be provided by the contractor at his own expense.

4. PATENTED DEVICES, MATERIAL AND PROCESSES:

- a. The contractor shall provide for the use of any patented design, device, material, or process to be used or furnished under this contract by suitable legal agreement with the patentee or owner, and shall file a copy of this agreement with the Agency.
- b. The contractor and the surety shall hold and save harmless the State of Delaware, the Agency, the Director, their Officers or Agents from any and all claims because of the use of such patented design, device, material, or process in connection with the work agreed to be performed under this contract.

5. EMERGENCY TERMINATION OF CONTRACT:

- a. Due to restrictions which may be established by the United States Government on material, or work, a contract may be terminated by the cancellation of all or portions of the contract.
- b. In the event the contractor is unable to obtain the material required to complete the items of work included in the contract because of restrictions established by the United States Government and if, in the opinion of the Agency, it is impractical to substitute other available material, or the work cannot be completed within a reasonable time, the incomplete portions of the work may be cancelled, or the contract may be terminated.

6. **TAX EXEMPTION:**

- a. Material covered by this proposal is exempt from all FEDERAL and STATE TAXES. Such taxes shall not be included in prices quoted.
- b. Any material which is to be incorporated in the work or any equipment required for the work contemplated in the proposal may be consigned to the Agency. If the shipping papers show clearly that any such material is so consigned, the shipment will be exempt from the tax on the transportation of property under provisions of Section 3475 (b) of the Internal Revenue Code, as amended by Public Law 180 (78th Congress). All transportation charges shall be paid by the contractor. Each bidder shall take his exemption into account in calculating his bid for his work.

7. **OR EQUAL (PRODUCTS BY NAME):**

Specifications of products by name are intended to be descriptive of quality or workmanship, finish and performance. Desirable characteristics are not intended to be restrictive. Substitutions of products for those named will be considered provided the vendor certifies that the function, characteristics, performance and endurance qualities of the material offered is equal or superior to that specified.

8. **BASIS OF AWARD:**

The Department of Correction will award this contract to the lowest responsible bidder(s) which in their judgment best serves the interest of the State of Delaware in accordance with Delaware Code Title 29, Section 6923(k). Personnel with experience and technical background may be utilized by the Department of Correction in making judgment. In case of error in price extension, the unit price(s) shall prevail.

9. **INVOICING:**

After the awards are made, the agencies participating in the bid may forward their purchase orders to the successful bidder(s) in accordance with State Purchasing Procedures. The State will generate a payment voucher upon receipt of an invoice from the vendor.

SECTION D – EQUAL OPPORTUNITY

1. EQUALITY OF EMPLOYMENT OPPORTUNITY ON PUBLIC WORKS:

During the performance of any contract for public works financed in whole or in part by appropriation of the State of Delaware, the contractor agrees as follows:

- a. The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, age, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated equally during employment without regard to their race, creed, color, sex, age, or national origin. Such action shall include, but not be limited to the following: advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training including apprenticeships. The contractor agrees to post in conspicuous places, notices to be provided by the contracting agency setting forth the provisions of this non-discrimination clause.
- b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, age, or national origin.
- c. The term "contractor for public works" means construction, reconstruction, demolition, alteration, and/or repair work, maintenance work, and paid for in whole or in part out of the funds of a public body except work performed under a vocational rehabilitation program. The manufacture or furnishing of materials, articles, supplies or equipment is not a public work within the meaning of this subsection unless conducted in connection with and at the site of the public work.

MEMORANDUM

To: All Vendors
From: Michael Knight, Correctional Food Services Administrator
Subject: Various
Date: February 9, 2009

All meat products with grade specified must have USDA Grade Stamp on item itself, i.e. Outside Round shall have a purple stamp reading "USDA Select."

All Bids submitted on Vendor Proposal Form must contain item brand name/packer, product code and pack size – failure to indicate the information may result in bid rejection.

All delivery tickets, including direct deliveries from the manufacturer or from your warehouse, must reference the FS requisition number, e.g. FS-302, located on the top right hand side of the Department of Correction (DOC) order sheet – failure to comply with this request may result in delayed payment of invoice.

All vendors must complete the Vendor Delivery Sheet section on the last page of Bid Quotation document – failure to do so may result in rejection of bid for purposes of this contract.

All samples submitted must have accompanying Manufacturer Product Specification Sheets inclusive of:

- Item name
- Brand name
- Product code
- Unit/pack size
- Ingredients
- Nutritional information including Sodium and Fat content

All bids for items that do not require samples must have Manufacturer Product Specification Sheet submitted with the Vendor Proposal Form section of the contract, inclusive of:

- Item name
- Brand name
- Product code
- Unit/pack size
- Ingredients
- Nutritional information including Sodium and Fat content

INVITATION TO BID

Sealed bids for **MEAT, CHEESE, FISH AND POULTRY** shall be received by the Department of Correction, Purchasing Department, 245 McKee Road, Dover, DE 19904, until **March 12, 2009 at 2:00 PM local time**, at which time they will be opened, read and recorded.

Prevailing wage rates as prescribed by Delaware Law must be adhered to where applicable.

NOTE TO VENDORS: The signature line on the **Non-Collusion statement must be signed or the bid will automatically be rejected.**

If you do not intend to submit a bid, please return the "No Bid Reply Form."

NOTE: Only the Bidder's name will be read at the bid opening.

For further bidding information, please contact:

Paul Giery
Purchasing Administrator
245 McKee Road
Dover, DE 19904
(302) 867-5262

or

Paul.Giery@state.de.us

SPECIAL PROVISIONS

1. DELIVERY LOCATIONS/HOURS OF ACCEPTANCE:

James T. Vaughn Correctional Center
Central Supply Warehouse
1181 Paddock Road
Smyrna, DE 19977
(302) 653-2862

Deliveries accepted between 6:30 AM and 1:30 PM, Monday through Friday. This location does not accept deliveries between 11:00 AM and 11:45 AM local time and on holidays.

2. Deliveries: Vendor will deliver as specified on order. **Failure to notify Michael Street, Warehouse Supervisor, Department of Correction, at (302) 653-2862, of late deliveries will result in the purchase being made on the open market and the difference being charged to the vendor.** Deliveries are to be made in a mechanically refrigerated truck. All containers must be identified as to content. Vendor's deliverymen must assist in unloading. **NOTE: DELIVERIES MUST BE WITHIN 48 HOURS OF REQUESTED DELIVERY DATE. VENDORS ARE REQUIRED TO CONTACT THE CENTRAL SUPPLY WAREHOUSE WHEN UNABLE TO DELIVER AS REQUESTED. TWO OR MORE LATE OR UNACCEPTABLE DELIVERIES MAY RESULT IN REJECTION OF VENDOR'S BID FOR THOSE ITEMS FOR A MAXIMUM OF 6 BIDDING SESSIONS. THE PURCHASING ADMINISTRATOR SHALL MAKE THIS DETERMINATION.**
3. No partial shipments accepted per line item.
4. Item Pricing: Bids will be accepted on the basis of two (2) decimal places only. Example: \$.49/lb. Any price submitted with three (3) or more decimal places will be rejected. **Item must be priced per bid.** **Example: CS not LBS.**
5. Vendors may only bid on one brand name per line item; bidding on more than one brand per line item will result in rejection of the bid on that line item.
6. Only brand names specified for the items identified on the approved Meat Listing will be considered for those items. Brand names other than those specified will result in the rejection of the bid for that line item.
7. Delivered items will be checked for compliance with the bid specifications. Items found not to be in compliance with the bid specifications will be returned to the vendor.

8. Labeling requirements:
- a. All exterior packaging shall be labeled with:

Product name
Product/Item code
Brand/Packer's name
USDA inspection stamp
Unit/pack size
Pack date
Ingredients
Nutritional values including Sodium and Fat content
Safe handling instructions, to include storage and shelf life
Thawing instructions if applicable
Cooking instructions if applicable
 - b. All interior packaging with multi-package units that require interior labeling per product specifications, shall be labeled with:

Product name and package weight
 - c. All meat products with grade specified must have:

USDA Grade Stamp on item itself, i.e. Gooseneck bottom Round shall have a purple stamp reading "USDA Select."
9. Organoleptic Requirements: All meats for purpose of this contract shall be free from rancidity; free of fruity, sulfide-like, cardboardy, tallowy, oily, oxidized, metallic, chlorine and other off or foreign odors; free of foreign materials (e.g., glass, metal, paper, rubber); must show no evidence of mishandling or deterioration; and must have bright color with no evidence of dehydration or freezing and thawing. Any product that does not comply with the organoleptic requirements will be rejected for use under this contract.
10. State of Delaware Business License: Prior to receiving an award, the successful vendor shall either furnish the Department of Correction with proof of State of Delaware Business Licensure or proof of application. An application may be requested by telephone or in writing to: Division of Revenue, Carvel State Office Building, P.O. Box 87650, 820 N. French Street, Wilmington, DE 19899/Phone 302-377-3300 (Public Service) or 302-577-5800 (Licensing Department).
11. Payment: The DOC will authorize and process for payment each invoice within thirty (30) days after the date of receipt of a *valid* invoice and receipt of appropriate certificates of inspection.
12. Preparation and Submission: All written bids, unless otherwise provided, must be submitted on and in accordance with forms provided by the Purchasing Office properly signed in ink. Bid signed on typewriter will not be accepted.
13. Bids, which are to be publicly opened, must be addressed as follows:

State of Delaware
Department of Correction
Paul Giery, Purchasing Services Administrator
245 McKee Road
Dover, DE 19904
SEALED BID (SPECIFY BID NUMBER #3014) DO NOT OPEN
14. Completeness: All information required by Invitation to Bid must be supplied to constitute an acceptable bid.

15. Unless otherwise specified, all formal bids submitted shall be binding for the contract period specified.
16. Conditional Bids: Qualified bids are subject to rejection in whole or in part.
17. All or Part: Bids or quotations may be considered and award made for all or any part of total quantities.
18. Errors: When an error is made in extending total prices, the unit bid price will govern. Carelessness in quoting prices or in preparation of bid otherwise will not relieve the bidder. Erasures in bids must be explained over signature of bidder.
19. Net Prices: Bid prices, unless otherwise specified, must be net, including transportation and handling charges, fully prepaid by contractor to destination and subject only to cash discount for prompt payment of invoice.
20. Taxes: All bids and quotations shall be submitted exclusive of Federal, State and Local taxes. The Department will furnish tax exemption certificate when necessary. However, if the bidder believes that certain taxes are properly payable by the State, he may list such tax separately directly below the respective item bid price. Federal Excise Tax Exemption No. A158467
21. Literature: Failure to attach or enclose cuts and/or descriptive literature when requested in bids may result in disqualification or non-consideration of such bids.
22. Samples: When required, samples must be furnished and approved by the Food Services Quality Control Administrator on or by the specified time, free of expense to the State and as specified by the Food Services Quality Control Administrator. All samples submitted are subject to mutilation as a result of tests by the Department. The Department, for comparison with deliveries, will retain award samples. Failure to submit sample when requested will result in disqualification or non-consideration of bid.
23. Lowest Responsible Bidder: Award will be made to the lowest responsible bidder conforming to specifications, terms and conditions, or on the most advantageous bid to the State on a quality versus price bases.
24. Other considerations: Quantities involved, time of delivery, purpose for which required, competency of bidder, vendor's ability to render satisfactory service, and past performance will be considered on determining responsibility.
25. Rejection of bids: The DOC reserves the right to reject any or all bids or quotations in whole or in part and to award by items, parts of items, or by any aggregate group of items specified.
26. Notice of Acceptance: Written notice of award to a bidder via fax, mail, e-mail, or delivery to the address shown on the bid will be considered sufficient notice of acceptance of bid.
27. Tie Bids: If two or more State resident bidders submit identical bids, the decision of the DOC to make award to one or more of such bidders shall be final. Cash discount will be taken into consideration in determining an award.
28. Delaware Products: Preference will be given to resident bidders of the State of Delaware in purchasing materials, supplies, equipment, or services, for the using facilities, price and other factors being equal, except when in the judgment of the DOC such purchases would operate to the disadvantage of the State.

29. Cash Discounts: Cash discounts offered will be considered in determining awards. Time shall be computed from date a correct invoice is received from contractor.
30. Qualifying Bidders: Prior to solicitation and or awarding of bid, DOC may require submission by bidder of complete financial statement and questionnaire describing bidder's financial ability and experience in performance of similar work.
31. Disqualification: Awards will not be made to any person, firm or company in default of a contract with the Department, or to any bidder having as its sales agent or representative or as a member of the firm, any individual previously in default or guilty of misrepresentation.
32. Quantities awarded: Vendors are to note that, unless otherwise stated, the quantities given in the proposal are best estimates and are given as a basis for the comparison of proposals.
33. Availability of funds: A contract shall be deemed executory only to the extent of appropriations available to the Department for the purchase of such articles. Purchase Orders issued by the Department require certification by the State Budget Director as to availability of funds.
34. Billing/Payment of Invoices: The contractor must prepare and submit a **valid** invoice to DOC. **The invoice must include the DOC Requisition Number on shipping tickets and invoices.** The DOC will authorize and process for payment each invoice within thirty (30) days after the date of receipt of a *correct* invoice and receipt of appropriate certificates of inspection. **The State makes payments for goods and services using procurement (credit) cards, electronic funds transfer and/or conventional checks. The contractor or vendor must accept full payment by procurement card and/or conventional check at the State's option, without imposing any additional fees, costs or conditions.**
35. Contract Alterations: No alterations or variables in the terms of a contract shall be valid or binding upon the Department unless made in writing and duly signed and approved by the DOC Purchasing Administrator.
36. Termination of Contracts: Contracts will remain in force for full periods specified and until all articles ordered before date of termination shall have been satisfactorily delivered and accepted and thereafter until all requirements and conditions shall have been met, unless terminated prior to expiration date by satisfactory deliveries of entire contract requirements. Contract may be extended upon written authorization of the DOC Purchasing Administrator and accepted by Contractor, to permit ordering of unordered balances or additional quantities at contract prices and in accordance with contract terms.
37. Assignments: No contract may be assigned, sublet or transferred without consent of the Purchasing Administrator.
38. Cancellation: A contract may be canceled or annulled by the Department upon non-performance or violation of contract provisions and an award made to next low bidder, or articles specified may be purchased on the open market. In either event, the defaulting contractor (or his surety) shall be liable to the Department for costs to the DOC in excess of the defaulted contract prices. Under no circumstances shall monies be due the vendor in the event open market products can be obtained below contract cost. Any monies charged to the vendor may be deducted from an open invoice.
39. Force Majeure: Neither the vendor nor the ordering agency shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.
40. All bidders will automatically be provided with a copy of the bid results.

41. New Goods, Fresh Stock: All contracts, unless otherwise specifically stated shall produce new commodities, fresh stock, latest model, design, or pack.
42. Statewide Contracts: Unless otherwise stated specifically in the bid, successful contractor, when authorized by the Purchasing Office, agrees to extend and make available all materials, supplies, equipment, or services at the contract prices indicated in this bid to other State of Delaware agencies.
43. Interpretation: Deliveries must be made as directed by the DOC when not in conflict with bid or quotation. If no delivery instructions appear on an order it will be interpreted to mean prompt delivery required. The decision of the Purchasing Administrator as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of commodities by purchaser shall rest with the contractor.
44. Extension of time: Any extension of time on delivery as specified must be in writing from the Purchasing Administrator with such extension applicable on to the particular item or shipment affected.
45. Method and Containers: Unless otherwise specified, goods shall be delivered in NSF approved commercial packages in standard commercial containers, so constructed as to insure acceptance by common or other carrier for safe transportation, at the lowest rate, to the point of delivery. Containers become the property of the Department unless otherwise definitely specified by Bidder.
46. Shipping Terms: F.O.B. Destination.
47. Weight Checking: Deliveries shall be subject to re-weighting over official sealed scales designated by the State. Payments shall be made on the basis of net weight of materials delivered. Normal shrinkage may be allowed to such instances where shrinkage is possible. Net weights only, exclusive of containers or wrapping, shall be paid for by DOC.
48. Inspection and Tests: Inspection of equipment, materials and supplies shall be made by or at the direction of the Department, or by the agency to which the goods are delivered, and any articles supplied that are defective or fails in any way to meet specifications or other requirements of the contract will be rejected. All laboratory tests required shall be made under the direction of the Purchasing Office. The decision of the DOC on acceptance shall be final.
49. Contractor agrees to: Save the State, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented, invention, article or appliance furnished or used in the performance of the contract of which the contractor is not the patentee, an assignee, licensee or owner.

Protect the State against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery.

Furnish adequate protection against damages to all work and to repair damages of any kind, to the building or equipment, to his own work or to the work of other contractors, for which he or his workmen is responsible.

Pay for all permits, licenses, and fees and give all notices and comply with all laws, ordinances, rules and regulations of the city or town in which the installation is to be made and of the State of Delaware.

Protect the State from loss or damage to State owned property while it is in the custody of contractor.

50. Silence of Specifications: The apparent silence of these specifications and supplemental specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only best commercial practice is to prevail, and that only materials and workmanship of first quality are to be used. All interpretations of the specifications shall be made upon the basis of this statement.
51. The following publications of the issues in effect on date of invitation to bid, for a part of the specifications: Federal Food, Drug and Cosmetic Act and General Regulations for its enforcement and subsequent decision of the U.S. Department of Agriculture.
52. Any and all deviations shall be so stated on the returned bid. Unless so stated by the bidder, the State of Delaware shall assume that all requirements have been met and shall hold the bidder to each and every part of the specifications.
53. Reference to a particular trade name, manufacturer's catalog, or model number is made for descriptive purposes to guide the bidder in interpreting the requirements of the State of Delaware. They should not be construed as excluding proposals on other types of materials, equipment, and supplies. However, the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless a departure or substitution is clearly noted and described in the proposal.
54. All prices quoted will remain firm from the date of award until the completion of the contract and include all charges that may be imposed in fulfilling the terms of this contract
55. Bid Bond: Waived
56. Performance Bond: Waived

CONTRACT REQUIREMENTS

This contract will be issued to cover the Meat, Cheese, Fish, and Poultry requirements for the Department of Correction.

1. **MANDATORY USE CONTRACT:**

REF: Title 29, Chapter 6911(d) Delaware Code. Every state department and agency within the Executive Branch and Judicial Branch of the state government shall procure all material, equipment and nonprofessional services through the statewide contracts administered by Government Support Services, Office of Management and Budget. Delaware State University, Delaware Technical and Community College, the operations funded by Public School Districts, Delaware Transit Corporation, Department of Elections, the Legislative Branch and the Board of Pension Trustees and their consultants are specifically exempted from the requirements of this subsection.

2. **CONTRACT PERIOD:**

Each vendor's contract shall be valid for three (3) months from April 1, 2009 – June 30, 2009.

3. **PRICES:**

Prices shall remain firm for the term of the contract.

4. **MOST-FAVORED CUSTOMER:**

The contractor shall not offer to others prices lower than those provided in the contract, or if lower prices are offered they must also apply to the subject contract.

5. **PRICE ADJUSTMENT:**

If agreement is reached to extend this contract for (3) three one-month periods, Department of Correction shall have the option of offering a determined price adjustment and shall not exceed the current Philadelphia All Urban Consumers Price Index (CPI-U), U.S. City Average. If the CPI-U is used, any increase/decrease shall reflect the change during the previous published twelve (12) month period at the time of renegotiation.

6. **MANDATORY INSURANCE REQUIREMENTS:**

A. Certificate of Insurance and/or copies of insurance policies for the following:

1. As a part of the contract requirements, the contractor must obtain at its own cost and expense and keep in force and effect during the term of this contract, including all extensions, the minimum coverage limits specified below with a carrier satisfactory to the State. All contractors must carry Comprehensive General Liability and at least one of the other coverages depending on the type of service or product being delivered.

a. Comprehensive General Liability - \$1,000,000.00 per person/\$3,000,000.00 per occurrence.

and

b. Medical/Professional Liability - \$1,000,000.00 per person/\$3,000,000.00 per occurrence.

or

c. Miscellaneous Errors and Omissions - \$1,000,000.00 per person/\$3,000,000.00 per occurrence.

or

d. Product Liability - \$1,000,000.00 per person/\$3,000,000.00 per occurrence.

2. Automotive Liability Insurance covering all automotive units used in the work with limits of not less than \$100,000.00 each person and \$300,000.00 each accident as to bodily injury and \$25,000.00 as to property damage to others.
3. Forty-five (45) days written notice of cancellation or material change of any policies is required.

**Administrator, Paul Giery
Contract No. 3014
State of Delaware
Department of Correction
245 McKee Road
Dover, Delaware 19904**

Note: The State of Delaware shall not be named as an additional insured.

B. Certificate of Insurance Waived.

7. **BASIS OF AWARD:**

Department of Correction shall award this contract to the lowest responsible and responsive bidder(s) who best meets the terms and conditions of the bid. The award will be made on basis of price, product evaluation, and prior history of service and capability.

Department of Correction reserves the right to reject any or all bids in whole or in part, to make multiple awards, partial awards, award by types, item by item, or lump sum total, whichever may be most advantageous to the State of Delaware.

8. **HOLD HARMLESS:**

The successful bidder agrees that it shall indemnify and hold the State of Delaware and all its agencies harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused, by acts or omissions of the successful bidder, its employees, and invitees on or about the premises and which arise out of the successful bidder's performance, or failure to perform as specified in the Agreement.

9. **CONTRACTOR NON-ENTITLEMENT:**

State of Delaware Contractors for Material and for Services shall not have legal entitlement to, nor seek business from another Contractors' Central Contract. Additionally, they shall not utilize other Central Contracts to fulfill the requirements of their respective contract, as they are not a "Covered Agency" as defined by Title 29 Chapter 69 of the State Procurement Code.

10. EXCEPTIONS:

Bidders may elect to take minor exception to the terms and conditions of this ITB. Department of Correction shall evaluate each exception according to the intent of the terms and conditions contained herein, but Department of Correction must reject exceptions that do not conform to State bid law and/or create inequality in the treatment of bidders. Exceptions shall be considered only if they are submitted with the bid or before the date and time of the bid opening.

11. MANDATORY USAGE REPORT:

One of the primary goals in administering this contract is to keep accurate records regarding its actual value. This information is essential in order to update the contents of the contract and to establish proper bonding levels if they are required. The integrity of future contracts revolves around our ability to convey accurate and realistic information to all interested bidders.

A report shall be furnished by the successful contractor **MONTHLY electronically in Excel format** detailing the purchasing of all items on this contract. The format to be followed is described herein and shall be filed within fifteen (15) days after the end of each reporting period. Any exception to this mandatory requirement may result in cancellation of the award. Failure to provide the report with the minimum required information may also negate any contract extension clauses. Additionally, contractors who are determined to be in default of this mandatory report requirement may have such conduct considered against them, in assessment of responsibility, in the evaluation of future proposals. Vendors not having activity during a specific month, shall reply with a "no activity" if there is no activity during the reporting period.

12. ORDERING PROCEDURE:

Successful contractors are required to have either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls. Each agency is responsible for placing their orders and may be accomplished by written purchase order, telephone, fax or computer on-line systems. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

13. BILLING:

The successful vendor is required to "Bill as Shipped" to the respective ordering agency(s). Ordering agencies shall provide contract number, ship to and bill to address, contact name and phone number.

14. PRODUCT SUBSTITUTION:

All items delivered during the life of the contract shall be of the same type and manufacture as specified or accepted as part of the bid proposal unless specific approval is given by Department of Correction to do otherwise. However, awarded vendors are highly encouraged to offer any like substitute product(s); either generic or brand name, at any time during the subsequent contract term, especially if an opportunity for cost savings to the State exists. In such cases, the State may require the submission of written specifications and/or product samples for evaluation prior to any approvals being granted.

Format of Report

State of Delaware
Monthly Usage Report

STATE OF DELAWARE							
MONTHLY USAGE REPORT							
Contract Name:		Contract Number:			Report Start Date:		
Supplier Name:					Report End Date:		
Contact Phone:					Today's Date:		
Agency Name or School District	Division or Name of School	Budget Code	Item Description	Contract Item Number	Quantity	Cost Each	Total Cost

Note: A copy of the Usage Report will be sent by electronic mail by the Awarded Vendor.

The report shall be submitted electronically in **EXCEL** and sent as an attachment to Paul.Giery@state.de.us.

15. BID/CONTRACT EXECUTION:

Both the non-collusion statement that is enclosed with this Invitation to Bid and the contract form delivered to the successful bidder for signature **shall** be executed by a representative who has the legal capacity to enter the organization into a formal contract with the State of Delaware, Department of Correction. The awarded vendor(s) shall submit their **W-9** with the executed contract form.

16. CONTRACTOR RESPONSIBILITY:

The State will enter into a contract with the successful contractor. The successful contractor shall be responsible for all products and services as required by this ITB. Subcontractors, if any, shall be clearly identified in the financial proposal.

17. PERSONNEL:

- a. The Contractor represents that they have, or will secure at their own expense, all personnel required to perform the services required under this contract.
- b. All of the services required hereunder shall be performed by the Contractor or under his direct supervision, and all personnel, including subcontractors, engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.
- c. None of the work or services covered by this contract shall be subcontracted without the prior written approval of the State.

18. LIFE CYCLE COSTING:

If applicable, the specifications contained within this ITB have been developed through Life Cycle Cost Analysis that will allow the State to realize the lowest total cost of ownership and operation over the useful life of the equipment.

19. TERMINATION FOR CONVENIENCE:

Contracts shall remain in effect for the time period and quantity specified unless the contract is terminated by the State. The State may terminate the contract at any time by giving written notice of such termination and specifying the effective date thereof, at least sixty (60) days before the effective date of termination.

20. TERMINATION FOR CAUSE:

If, for any reasons or through any cause, the Contractor fails to fulfill in timely and proper manner his obligations under this Contract, or if the Contractor violates any of the covenants, agreements, or stipulations of this Contract, the State shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least 5 days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Contractor under this Contract shall, at the option of the State, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the State.

21. VENDOR EMERGENCY RESPONSE POINT OF CONTACT:

The awarded vendor(s) shall provide the name(s), telephone, or cell phone number(s) of those individuals who can be contacted twenty-four (24) hours a day, seven (7) days a week where there is a critical need for commodities or services when the Governor of the State of Delaware declares a state of emergency under the Delaware Emergency Operations Plan April 2005. Failure to provide this information could render the bid as non-responsive.

22. ELECTRONIC CATALOG:

The successful vendor(s) may be required to submit their items list in electronic format designated by the State.

Note: The State of Delaware is in the process of implementing a new financials system, which will require the use of:

- Electronic catalogs
- Commodity/classification code: United Nations Standard Products and Services Code (UNSPSC)
- A unique item ID for all items in our system

The state has made the determination to include the requirement in this contract for two reasons:

1. To find out what vendors can offer.
2. To give the agencies and school districts a level of comfort in using electronic catalogs.

DELAWARE DEPARTMENT OF CORRECTION, PURCHASING OFFICE
APPROVED BRAND LISTING FOR QUARTERLY MEAT, CHEESE, FISH & POULTRY BIDS

The Department of Correction Food Services Unit for bidding on the following items has approved the following products. If bidding on an alternate brand, you must submit a sample before bid opening (by 03/05/09) to have the product considered. To arrange for submission of an alternate brand sample, please contact: Wendal Lundy, Correctional Food Service Quality Control Administrator at Phone (302) 857-5264, Fax (302) 739-8219 or 739-8222 at Delaware DOC, Administration Building, 245 McKee Road, Dover, DE 19904.

Ship samples to:
Delaware Correctional Center, Central Supply
Attn: Wendal Lundy, Samples
1181 Paddock Road
Smyrna, DE 19977

Note to vendors – All samples must be received with product labeling and in the fresh state for examination purposes with the exception of: all IQF products and individually frozen patties e.g.- chicken patties, cooked diced chicken, sandwich steaks, mushroom burgers, beef ribs, and beef patties may be sent frozen. Bologna, turkey ham, ground beef, etc, must be fresh. When submitting samples, the following must be submitted with the package inside a protective envelope or the sample may be rejected:

Bid/Contract # 3014
Vendor name, contact person, and telephone #
Manufacturer Product Specification Sheet including:
Product name
Brand name
Product code
Unit/Pack size
Nutritional Information

*If no approved brand is listed for an item you intend to bid on, you must submit a sample and the accompanying information one-week prior to bid opening.

If no sample is received, the bid will be rejected for purposes of this contract.

**If you intend to bid on an alternate brand other than those listed on this approved brands list and no sample is received one week prior to bid opening, the bid will be rejected for purposes of this contract.

No samples are necessary for items # 2, 10, 16, and 17; however you still are required to submit Manufacturer Product Specification Sheet with bid and indicate product code, unit/pack size, brand and packer name on Vendor Proposal Form. Failure to do so may result in bid rejection.

**Approved brand list for MEAT, CHEESE, FISH, AND POULTRY – CONTRACT 3014
(April, May, June 2009 deliveries)**

ITEM NO.	ITEM DESCRIPTION	APPROVED BRAND	PACK SIZE	PRODUCT CODE
**1	BEEF CUBES	GREENVIEW	10/5#	GVM 135A
		LEE	2/5#	340102
		NAT'L STEAK AND POULTRY	4/5#	31108
**3	BEEF, PATTIES, GROUND, 80/20	LEE	10#	1974
		MAID RITE	10#	70804-26102
		HOLTEN/BUTCHER'S BLOCK	2/10#	62040
		HOLTEN/BUTCHER'S BLOCK	10#	22542
		BFI	10#	BFI0104
**4	BEEF, RIB	CLARK'S TRADING CO	10#	
		HOLTEN	10#	17100
		HOUSE OF RAEFORD	10#	
		MAID RITE	10#	70804-32001
**5	REDUCED SODIUM CHICKEN SAUSAGE	GOODSOURCE	6/5#	62800
**6	BEEF STEAK SAND, 80/20	LEE	10#	0410
		BFI	10#	0166
**7	BEEF, STEAKS, CUBED, 80/20	LEE	10#	CF1040
		MAID RITE	10#	8246712
**8	BONELESS GROUND CHICKEN	KINGS DELIGHT	10# CHUBS	C2115
		CRIDER	10# CHUBS	GHBH062CH
**9	CHICKEN, BOLOGNA, LOW SODIUM	GOODSOURCE/ SMARTFARE	5/6.75 - 7#	1839
**11	REDUCED SODIUM CHICKEN BREAST PATTY	GOODSOURCE	120/4-oz 30#	3370-4030
**12	TURKEY BURGER, PRE-COOKED	HOUSE OF RAEFORD	10#	13229

**Approved brand list for MEAT, CHEESE, FISH, AND POULTRY – CONTRACT 3014
(April, May, June 2009 deliveries)**

	ITEM DESCRIPTION	APPROVED BRAND	PACK SIZE	PRODUCT CODE
**13	FISH, BREADED	GOOD HARBOR	10#	M7372
		NORTH ATLANTIC	10#	NA1001
		CSV-NATIONAL FISH & SEAFOOD	10#	2296 (8107)
		SEASIDE	10#	22117
		FPI	10#	CVF60
		UNIVERSAL FISH	10#	96162019
**14	FISH, FILLET, RAW	NORTH ATLANTIC	10#	NA2001
		UNIVERSAL FISH	10#	47092019
**15	FRANKFURTER CHICKEN, LOW SODIUM	GOODSOURCE/ SMARTFARE	6/5#	1210
**18	TURKEY, GROUND, COARSE, 85/15	LONGMONT	2/10#	MFG: 5002
		PERDUE	2/10#	65009
**19	TURKEY HAM	JENNIE-O	2/7#	8569
		PERDUE	2/7#	65172
		PERDUE	2/7#	1032465
		KUNZLER	2/5#	2568
		CAROLINA	2/6-8#	82530
		CAROLINA	2/7-9#	81508
**20	TURKEY, OVEN ROASTED, END & PIECES	FOSTER FARMS	18-20# AVG.	88801
		LONGMONT	18-20# AVG.	89266
		APPLEGATE FARMS	CW	55131
		EMMBER CLASSIC	2/8-10# AVG.	7029100
		PERDUE	20# AVG.	70019
**21	TURKEY SAUSAGE LINK	HOUSE OF RAEFORD	10#	29190
		SYSCO CLASSIC	10#	1784545
		PERDUE	10#	50103

**Approved brand list for MEAT, CHEESE, FISH, AND POULTRY – CONTRACT 3014
(April, May, June 2009 deliveries)**

ITEM NO.	ITEM DESCRIPTION	APPROVED BRAND	PACK SIZE	PRODUCT CODE
**22	POTATO WEDGES- OVEN READY	MCCAIN/OREIDA	6/5#	1207-270024
		LAMB WESTON	6/5#	Q80
		GOODSOURCE/WISEBUY	6/5#	90668-00170
**23	FROZEN LIQUID EGGS	PAPETTI	6/5#	6005

BID QUOTATION REPLY SECTION

CONTRACT NO. 3014

MEAT, CHEESE, FISH, AND POULTRY

Please complete the attached forms fully and completely and return with your bid in a sealed envelope clearly displaying the contract number to Department of Correction **by March 12, 2009 at 2:00 PM EST** at which time bids will be opened.

Bids shall be submitted to:

**State of Delaware
Department of Correction
Paul Giery
Purchasing Services Administrator
245 McKee Road
Dover, DE 19904**

PUBLIC BID OPENINGS

The public bid opening insures the citizens of Delaware that contracts are being bid fairly on a competitive basis and comply with Delaware procurement laws. The agency conducting the opening is required by law to publicly open the bids at the time and place specified and the contract shall be awarded within thirty (30) days thereafter. The main purpose of the bid opening is to reveal the name(s) of the bidders(s), not to serve as a forum for determining the apparent low bidders. The disclosure of additional information, including prices, shall be at the discretion of the contracting agency until such time that the responsiveness of each bid has been determined.

After receipt of a fully executed contract(s), the Delaware public and all bidders are invited to make an appointment with the contracting officer in order to review pricing and other non-confidential information.

NOTE: ONLY THE BIDDER'S NAME WILL BE READ AT THE BID OPENING

BID QUOTATION

MEAT, CHEESE, FISH, AND POULTRY – CONTRACT #3014 (April, May, and June 2009 deliveries)

<u>DEPARTMENT OF CORRECTION REQUIREMENTS</u>		<u>VENDORS PROPOSAL</u>				
ITEM NO /ITEM NAME	SPECIFICATIONS	CONTRACT QUANT / UNIT	CASE/ PACK SIZE	BRAND/ PACKER NAME	PROD. CODE	UNIT PRICE
1. Beef, Cubes, For Stewing	USDA inspected select or better; 1"- 1 ¼" cubes, fairly uniform in size and shape; fat trimmed, fat not to exceed ¼" all gristle and connective tissue removed. Pack: 5/10 lb., 10 lb, or 4/5 lb. poly packages, inside NSF approved boxes. Exterior labeling: in accordance with Special Provisions Section 8.	5,700/lb.				
2. Beef, Ground, 80/20	Shall consist of chopped fresh and/or frozen beef; must not contain added water, fat, binders, extenders, meat from head, tongue, heart, esophagus or straight. Must be free of bones, cartilages, preformal, popliteal and prescapular and other exposed lymph glands, heavy connective tissue and the tendinous ends of shanks, shoulder clods and knuckles to a point which exposes at least 75% lean on a cross-sectional cut. Fat not to exceed 20%. Product must be ground a minimum of twice, final grind shall be through a plate having holes 1/8" in diameter. Pack: frozen 6/10 lb. inside NSF approved cartons. Exterior labeling: in accordance with Special Provisions Section 8.	1000/lb.				
3. Beef, Patties, Ground, 80/20	This item shall be prepared in accordance with item No. 2, 80/20 ground beef; no perforations, round, 4 oz. portions. Pack: frozen; 10 lb boxes; 40 portions to a box; each layer separated by paper, lined with 3 mil. Polyethylene, a length that can be readily and easily secured. Exterior labeling: in accordance with Special Provisions Section 8.	17,000/lb.				
4. Beef, Rib	All beef, St. Louie Style, boneless, stamped in rib shape. Shall contain: USDA inspected beef; processed in accordance with item no. 2; blended and spiced under federal regulations. Pack: frozen; 10 lb boxes; 40 portions to a box, lined with 3 mil. Polyethylene, a length that can be readily and easily secured. Exterior labeling: in accordance with Special Provisions Section 8.	5,000/lb.				
5. Sausage, Chicken Reduced Sodium	USDA inspected chicken; Reduced Sodium chicken Link; Processed; blended and spiced under federal regulations; 22% maximum fat content; Contains no pork or pork by products; Pack: IQF frozen, 30 lb boxes, polyethylene packages, inside NSF approved cartons. Exterior and interior Labeling: in accordance with Special Provisions Section 8.	5,000/lb.				

BID QUOTATION

MEAT, CHEESE, FISH, AND POULTRY – CONTRACT #3014 (April, May, and June 2009 deliveries)

DEPARTMENT OF CORRECTION REQUIREMENTS		VENDORS PROPOSAL				
ITEM NO /ITEM NAME	SPECIFICATIONS	CONTRACT QUANT / UNIT	CASE/ PACK SIZE	BRAND/ PACKER NAME	PROD. CODE	UNIT PRICE
6. Beef, Steak, Sandwich	This item shall be prepared from boneless beef that complies with the material requirements of item No. 2, 80/20 ground beef. Flaked, chopped, formed and wafer sliced, frozen. Each steak shall consist of four thin slices weighing approximately 1 oz. each, for a 4 oz. steak. Slices shall be approximately 4.75" x 7.5"; The flaking, chopping, forming and slicing process shall be in compliance with FSIS Regulations and shall produce steaks, which are moderately fine textured. Product shall comply with fat content requirement of item no. 3. No more than a minor amount of green/brown/gray rings shall be present. Steaks shall be packaged with paper separators between each steak. Pack: frozen; 10 lb. boxes; 40 portions to a box; lined with 3 mil. Polyethylene, a length that can be readily and easily secured, inside NSF approved cartons. Exterior labeling: in accordance with Special Provisions Section 8.	5,600/lbs.				
7. Beef, Steaks, Cubed	This item shall be prepared in accordance with item No. 2. 80/20 ground beef, oval shaped, Size: 4 oz., no fillers, TVP or salt added. Pack: frozen; 10 or 20 lb boxes; 4/4 oz. portions per pound; each layer separated by paper, boxes lined with 3 mil. Polyethylene, a length that can be readily and easily secured, inside NSF approved cartons. Exterior labeling: in accordance with Special Provisions Section 8.	15,000/lb.				
8. Boneless Ground Chicken	USDA inspected 100% chicken; Dark Meat, course ground. 18% maximum fat content; 72% max moisture content; 12% minimum protein content; no, fillers, cereal, or extenders. Pack frozen; 10 Lb chubs or box wrapped in polyethylene packages, inside NSF approved cartons. Exterior labeling: in accordance with Special Provisions Section 8.	32,000/lb.				
9. Bologna, Chicken	USDA inspected chicken; Reduced Sodium Bologna, Sodium not to exceed 180 mg per 2oz portion, Spiced and blended in accordance with Federal regulations; 10% maximum fat content; no cereal, extenders, fillers or dry milk. Pack: frozen; 3/5, (5/6.75-7), 2/10 or 9 lb; polyethylene packages, inside NSF approved cartons. Exterior and interior labeling: in accordance with Special Provisions Section 8.	3,000/lb.				
10. Cheese, American, Sliced	Pasteurized and processed, white or yellow; Pack: 160 staggered slices/5 lb loaf; Case 6/5lb or 4/5lb, wrapped in polyethylene, inside NSF approved cartons. Exterior and interior labeling: in accordance with Special Provisions Section 8.	6,500/lb.				

BID QUOTATION

MEAT, CHEESE, FISH, AND POULTRY – CONTRACT #3014 (April, May, and June 2009 deliveries)

DEPARTMENT OF CORRECTION REQUIREMENTS		VENDORS PROPOSAL				
ITEM NO /ITEM NAME	SPECIFICATIONS	CONTRACT QUANT / UNIT	CASE/ PACK SIZE	BRAND/ PACKER NAME	PROD. CODE	UNIT PRICE
11. Chicken, Patty, Breaded	Reduced Sodium Chicken Patties: Oven ready, Fully cooked and breaded, 4-ounce round patty/portion. Chicken breast meat seasoned with zesty poultry seasonings including buttermilk, garlic and onion. Sodium not to exceed 271 mg per portion. Breeding not to exceed 30%. Less than 13% VPP. Must be trans fat free. Plate coverage to be at least 4" diameter. No TVP, MSG, HVP, poultry skin, organ meat or artificial flavors and May not contain; thigh, first, second and third wing portion, leg meat portions, neck meat, giblets and kidneys from cooked fowl carcasses cannot be used to prepare chicken patty.. Pack: 30 lb. IQF . Lined with 3 mil. Polyethylene, a length that can be readily and easily secured, polyethylene packages, inside NSF approved cartons. Product must arrive frozen and palletized. Exterior labeling: in accordance with Special Provisions Section 8.	27,000/lb.				
12. Turkey Burgers, Pre-Cooked	Fully cooked dark meat Turkey Burgers; Oven Ready, round, 4 oz. portions. Pack: 10 lb boxes; 40 portions to a box; (IQF) individually quick frozen. Lined with 3 mil. Polyethylene, a length that can be readily and easily secured, polyethylene packages, inside NSF approved cartons Exterior labeling: in accordance with Special Provisions Section 8.	10,000 lb.				
13. Fish, Breaded	Whole Pollock, minced not acceptable; 4 oz. breaded; rectangular shape, oven ready (pre-cooked) 2.5 oz fish: 1.5 oz breading. Pack: frozen, 10 lb. boxes, 40 portions to a box; in 3 mil. Polyethylene bags, a length that can be readily and easily secured, inside NSF approved cartons. Exterior labeling: in accordance with Special Provisions Section 8.	25,000/lb.				
14. Fish, Fillet	Pollock: 4 oz., raw, natural fillet/stamped, minced not acceptable. No salt/flavors/water added. Pack: IQF, or separated by paper, 10 lb. boxes, 40 portions to a box, lined with 3 mil. Polyethylene, a length that can be readily and easily secured, inside NSF approved cartons. Exterior labeling: in accordance with Special Provisions Section 8.	900/lb.				

BID QUOTATION

MEAT, CHEESE, FISH, AND POULTRY – CONTRACT #3014 (April, May, and June 2009 deliveries)

DEPARTMENT OF CORRECTION REQUIREMENTS		VENDORS PROPOSAL				
ITEM NO /ITEM NAME	SPECIFICATIONS	CONTRACT QUANT / UNIT	CASE/ PACK SIZE	BRAND/ PACKER NAME	PROD. CODE	UNIT PRICE
15. Frankfurter, Chicken Low Sodium	USDA inspected chicken. Fully cooked low sodium chicken franks; no cereal, extenders, fillers. Sodium not to exceed 150 mg per serving. Size; 10:1 lb. Pack: frozen IQF, 4/6 lb or 6/5 lb. 30 Lb boxes polyethylene packages, inside NSF approved cartons. Exterior and interior labeling: in accordance with Special Provisions Section 8.	15,000/lb.				
16. Margarine, Readies	100% vegetable oil. Pack: fresh, 90:1 lb, inside NSF approved cartons. 12 lb. case <u>only</u> . Exterior labeling: in accordance with Special Provisions Section 8.	9,600 lb/ 800 Cs.				
17. Margarine, Solids	100 % vegetable oil. Pack: fresh, 30/1 lb to a case, individually wrapped, inside NSF approved cartons. Exterior and interior labeling: in accordance with Special Provisions Section 8.	300 CASES				
18. Turkey, Ground, <u>Coarse</u>	85/15, Shall be from freshly slaughtered young turkey; may contain; skin, breast, thigh, first and second wing portions; must not contain added: water, fat, binders, and extenders. Fat not to exceed 15% or less. Product must be of a course grind, final grind shall be through a plate having holes not less than 1/4" in diameter. Pack: frozen, 2/10 lb. polyethylene packages, polyethylene packages, inside NSF approved cartons. Exterior labeling: in accordance with Special Provisions Section 8.	0/lb.				
19. Turkey, Ham, Baked	Size reduced thigh meat; smoked in compliance with FSIS Regulations 9C.F.R.&381.171; formula in compliance with FSIS Regulations 9C.F.R.&381.171. Water added not to exceed 15%, and comply with FSIS requirements. No binders or extenders; fat content not to exceed 5%. Pack: frozen, 2/6-8 lb, polyethylene packages, inside NSF approved cartons. Exterior and interior labeling: in accordance with Special Provisions Section 8.	25,000/lb.				
20. Turkey, Oven Roasted, Ends and pieces	Turkey Breast, contains; slices with some end and pieces; pack; USDA inspected plant; 18 to 20 lb. bulk, frozen; lined with 3 mil. polyethylene packages, a length that can be readily and easily secured, inside NSF approved cartons. Exterior labeling: in accordance with Special Provisions Section 8.	24,000/lb.				
21. Turkey, Sausage Links	Size: 1 oz. Made from USDA inspected raw turkey, water, natural flavors, spices, and /preservatives. No pork, skin or organ meat and no mechanically separated turkey, MSG, HVP and TVP. Pack: Frozen, 10 pound tray pack or separated by paper, 3mil. Polyethylene liners, a length that can be easily secured, inside NSF approved cartons. Polyethylene bags. Exterior labeling: in accordance with Special Provisions section 8.	1,500/lb.				
22. Potato Wedges	Frozen, oven ready, extended hold, 8 cut potato wedges. Pack: 6/5 lb per case, packed inside NSF approved cartons. Exterior labeling: in accordance with Special Provisions Section 8. McCain, Ore Ida or approved equal.	450 case				

BID QUOTATION

MEAT, CHEESE, FISH, AND POULTRY – CONTRACT #3014 (April, May, and June 2009 deliveries)

<u>DEPARTMENT OF CORRECTION REQUIREMENTS</u>		<u>VENDORS PROPOSAL</u>				
ITEM NO /ITEM NAME	SPECIFICATIONS	CONTRACT QUANT / UNIT	CASE/ PACK SIZE	BRAND/ PACKER NAME	PROD. CODE	UNIT PRICE
23. Frozen Liquid Eggs	Eggs, Liquid, Pasteurized, Whole Grade. U.S.D.A. Inspected, homogenized, guaranteed salmonella free; not more than .05% Monosodium Phosphate added to preserve color. 6/5 lbs BAGS per case. Frozen; must identify content.	70,000LB				

VENDOR DELIVERY SHEET

DELIVERY

Ship Stock _____ days ARO

Ship Non-Stock _____ days ARO

CONTRACT TOTAL VALUE \$_____

COMPANY

DATE _____

STATE OF DELAWARE
DEPARTEMENT OF CORRECTION
245 MCKEE ROAD
DOVER, DELAWARE 19904

NO BID REPLY FORM

BID #3014 – TITLE: MEAT, CHEESE, FISH, AND POULTRY

To assist us in obtaining quality competition on our Request for Bids, we ask that each firm receiving an invitation but not wishing to bid state their reason(s) below and return in a clearly marked envelope displaying the contract number. This information will not preclude receipt of future invitations unless you request removal from the Bidder's List by so indicating below, or do not return this form or bona fide bid.

Unfortunately, we must offer a "No Bid" at this time because:

- _____ 1. We do not wish to participate in the bid process.
- _____ 2. We do not wish to bid under the terms and conditions of the Request for Bid document. Our objections are:
- _____
- _____
- _____ 3. We do not feel we can be competitive.
- _____ 4. We cannot submit a Bid because of the marketing or franchising policies of the manufacturing company.
- _____ 5. We do not wish to sell to the State. Our objections are: _____
- _____
- _____ 6. We do not sell the items/services on which bids are requested.
- _____ 7. Other: _____

FIRM NAME

SIGNATURE

_____ We wish to remain on the Bidder's List **for these goods or services.**

_____ We wish to be deleted from the Bidder's List **for these goods or services.**

CONTRACT NO: 3014
TITLE: MEAT, CHEESE, FISH, AND POULTRY
OPENING DATE: MARCH 12, 2009 AT 2:00 PM EST

NON-COLLUSION STATEMENT

This is to certify that the undersigned bidder has neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this bid submitted this date to Department of Correction.

It is agreed by the undersigned bidder that the signed delivery of this bid represents the bidder's acceptance of the terms and conditions of this Invitation to Bid including all specifications and special provisions.

NOTE: Signature of the authorized representative **MUST** be of an individual who legally may enter his/her organization into a formal contract with the State of Delaware, Department of Correction.

COMPANY NAME _____ Check one)

<input type="checkbox"/>	Corporation
<input type="checkbox"/>	Partnership
<input type="checkbox"/>	Individual

NAME OF AUTHORIZED REPRESENTATIVE
(Please type or print) _____

SIGNATURE _____ TITLE _____

COMPANY ADDRESS _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

FEDERAL E.I. NUMBER _____ STATE OF DELAWARE
LICENSE NUMBER _____

COMPANY CLASSIFICATIONS: CERT. NO.	(circle one)		(circle one)		(circle one)	
	<u>Women</u>	Yes No	<u>Minority</u>	Yes No	<u>Disadvantaged</u>	Yes No
	<u>Business</u>		<u>Business</u>		<u>Business</u>	
	<u>Enterprise</u> (WBE)		<u>Enterprise</u> (MBE)		<u>Enterprise</u> (DBE)	

[The above table is for information and statistical use only.]

PURCHASE ORDERS SHOULD BE SENT TO:
(COMPANY NAME) _____

ADDRESS _____

CONTACT _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

AFFIRMATION: Within the past five years, has your firm, any affiliate, any predecessor company or entity, owner, Director, officer, partner or proprietor been the subject of a Federal, State, Local government suspension or debarment?

YES _____ NO _____ if yes, please explain _____

THIS PAGE SHALL BE SIGNED, NOTARIZED AND RETURNED FOR YOUR BID TO BE CONSIDERED

SWORN TO AND SUBSCRIBED BEFORE ME this _____ day of _____, 20 _____

Notary Public _____ My commission expires _____

City of _____ County of _____ State of _____



State of Delaware

Office of Minority and Women Business Enterprise Certification Application



Complete application and mail to:

Office of Minority and Women Business Enterprise (OMWBE)
Haslet Armory
122 William Penn Street
Dover, DE 19901
Telephone: (302)739-4206 Fax: (302)739-1965
Email: deomwbe@state.de.us
Website: www.state.de.us/omwbe

Important Information Please Read!

Is my firm eligible?

A minority and/or women owned business (sole-proprietorship, partnership, corporation or joint venture) must meet the following criteria:

- a) Minority groups include: African Americans, Asian/Pacific Americans, Hispanic Americans, Native Americans, and Subcontinent Asian Americans.
- b) At least 51 percent owned, controlled and actively managed by minority group members or by women.
- c) Serving a for profit business with “useful business functions.”
- An out-of-state company must first **be certified in its home state** before it can be considered for certification in Delaware. This must be a state-level certification, if available.
- There is no fee for processing your application. In addition, free assistance is available. If you have questions about the application or your company’s qualifications, call (302)739-4206.
- If your business is certified by **Delaware Department of Transportation (DelDOT) City of Wilmington, Minority Supplier Development Council (MSDC), Women Business Enterprise National Council (WBENC) and located in Delaware**, there is a specialized shortened application. You must also attach a copy of your certification and mail all documents to the OMWBE.
- Also, please note that it is extremely important to provide other certifying agency documentation. This can expedite the certification process.

Document Request checklist

- **Unless otherwise indicated, copies of documents are sufficient.**
- **Any deficiency may delay the certification process.**
- **Certification generally takes four to six weeks.**
- **An on-site visit.** *(The OMWBE office may schedule an on-site visit once the completed application and appropriate supporting documentation have been received).*

Documents to attach to your application	Sole Prop	Part/ LLP	Corp/ S-Corp	LLC	OMWBE Use
Notarized Minority and Women Business Enterprise Affidavit form	Yes	Yes	Yes	Yes	
Copy of birth certificate, permanent resident card, passport or tribal memberships	Yes	Yes	Yes	Yes	
Last two years of your firm's tax returns (gross receipts). If not available, last two years W2 and/or 1099 forms for all owners, directors, officers and senior management.	Yes	Yes	Yes	Yes	
Copy of MBE/WBE certification from home state, if company headquarters are not in Delaware. (must be a state level certification, if available)	Yes	Yes	Yes	Yes	
Copies of any relevant licenses, certificates of training and degrees held by the company or its owners/employees	Yes	Yes	Yes	Yes	
Partnership Agreement, including any amendments, buy-out rights as well as any profit sharing arrangements		Yes			
Articles of Incorporation with all amendments		Yes			
Minutes of the last annual shareholders meeting		Yes			
By-laws and By-law Amendments		Yes			
Copy of most recent Stock Ledger		Yes			
Copy of Certificate of Organization				Yes	
Copy of Operating Agreement				Yes	

Delaware Minority and/or Women Business Enterprise Certification

Certification Application

The following is the application for Minority and/or Women Business Enterprise (MWBE) certification with the State of Delaware. All questions must be answered. Please type or print clearly.

Questions that do not apply to your firm should be marked N/A in the space provided.

The Affidavit on page 14 must be signed and notarized by a Notary Public. Faxed copies of the Affidavit will only be accepted if the notary seal has the stamped seal with the expiration date visible. Otherwise, mail the original Affidavit with the raised seal to our office.

Please return the completed application with signature and required notarization to the address below:

**Office of Minority and Women
Business Enterprise
Haslet Armory
122 William Penn Street
Dover, DE 19901**

Phone: (302) 739-4206

Fax: (302) 739-1965

Web site: www.state.de.us/omwbe

Definitions

Minority and/or Women Business Enterprise

A Minority and Women Business Enterprise is a business that is at least 51 percent owned, controlled and actively managed by minority and/or women group members who are United States citizens or persons lawfully admitted to the United States for permanent residence.

The business must be a for-profit business and currently be performing a useful function.

Minorities – United States citizens or permanent residents who are African Americans, Asian/Pacific Americans, Hispanic Americans, Native Americans, Subcontinent Asian Americans, or as defined herein:

African (Black) Americans. All persons having origins from any of the Black groups of Africa and all persons having origins in any of the original peoples of the Cape Verde Islands.

Asian/Pacific Americans. All persons having origins from any of the original peoples of the Far East, Asia, or the Pacific Islands, including China, Japan, Korea, Samoa, Philippine Islands, and Hawaii. Guam, the U.S. Trust Territories of the Pacific or the Northern Marianas.

Hispanic Americans. Persons having origins from any of the Spanish-speaking peoples of México, Puerto Rico, Cuba, Central or South America, or the Caribbean Islands.

Native Americans. All persons having origins from the original peoples of North America and who are recognized as Native Americans by a tribe or tribal organization.

Subcontinent Asian Americans. All persons whose ancestors originated in India, Pakistan or Bangladesh.

Certification - A determination by the OMWBE that a for-profit business entity is a Minority Business Enterprise (MBE) and/or Women Business Enterprise (WBE).

Definitions

Ownership

The minority or woman ownership interest in the firm must be real, substantial and continuing and shall go beyond the pro forma ownership of the business as reflected in its ownership documents. The minority and women owners shall enjoy the customary incidents of ownership and shall share in the risks and profits commensurate with their ownership interest as demonstrated both by an examination of the substance and form of arrangements.

Control

Control will be exemplified by possession of the requisite knowledge and expertise to run the particular business. Control includes the authority to determine the direction of a business, including but not limited to capital investments and all other financial transactions; property acquisitions; day-to-day decisions; contract negotiations; legal matters; selection and hiring of officers, directors, and employees; operating responsibility; cost-control; income and dividend matters; and the rights of other shareholders or partners.

The minority and/or women owners must hold the highest officer position in their companies, example chief executive officer or president.

The minority and/or women must demonstrate that they possess the experience, expertise and knowledge to operate their particular types of business.

Expertise limited to office management, administration, or bookkeeping functions unrelated to the principal business activities of the company is insufficient to demonstrate control. Women and/or minority owners must also verify that they hold any licenses or certification required by the type of business in which they are engaged.

Definitions

Minority Business Enterprise (MBE) - A for profit business in which at least 51% of the beneficial ownership interest and control are held by a minority or minorities. In the case of a corporation, minorities must hold at least 51% of voting interest.

Minority & Women Business Enterprise (MWBE) - A for-profit business in which at least 51% of beneficial interest and control is held by minority women or by an equal combination of minorities and women. In the case of a corporation, women and minorities must also hold at least 51% of voting interest.

Women Business Enterprise (WBE) - A for-profit business in which at least 51% of beneficial interest and control is held by women. In the case of a corporation, women must also hold at least 51% of the voting interest.

Useful Business Function

A useful business function is one, which results in the provision of materials, supplies, equipment or services to consumers in the State. A business acting as a conduit to transfer funds to a non-minority business does not constitute a useful business function unless doing so is a normal industry practice.

Benefits of Certification

Current certified minority and/or women owned firms are eligible to be listed in the State of Delaware Directory of Minority and Women Owned Businesses which is circulated to all state and local government agencies.

Recertification

At the ends of three years from original certification date, firms must submit the recertification affidavit to remain actively visible in the State of Delaware's Minority and/or Women Business Enterprise database.

Eligibility

A minority and women owned business (sole-proprietorship, partnership, corporation or joint venture) must meet the following criteria:

- a) Belong to a minority group: African Americans, Asian/Pacific Americans, Hispanic Americans, Native Americans, and Subcontinent Asian Americans. *(Please reference above definitions)*
- b) At least 51 percent owned, controlled and actively managed by minority group members or by women.
- c) Serving a for profit business with "useful business functions." *(Please reference above definitions)*

Reasons for denial *(please note the below may include but not be limited to)*

- a) A business located in a state other than Delaware must first obtain state-level certification in its home state, if such certification is available. "Home state" is defined as the state the company's headquarters are located.
- b) All securities, which constitute ownership and/or control of a corporation for the purpose of establishing it as a MWBE, must be held directly by minorities or women. No securities held in trust, or by a guardian for a minor, shall be considered as held by a minority or women in determining the ownership or control of a corporation.
- c) If the business operations do not reflect the ownership shown on paper.

- d) Firm is not a for-profit business
- e) Firm has provided false or misleading information
- f) Control will not be deemed to exist in cases of simple majority or absentee ownership, or when a non-minority/non-female owner or employee of the firm is disproportionately responsible for its operation.
- g) The firm shall not be subject to any formal or informal restrictions through, for example through, by-laws provisions, partnership agreements, or charter requirements for cumulative voting rights or otherwise that prevents the minority and women owners, without the cooperation or vote of any owner who is not a minority or women for making a business decision of the firm.
- h) If the owners of the firm who are not minorities or women are disproportionately responsible for the operation of the firm, then the firm is not controlled by minorities and shall not be considered as MWBE within the meaning of the definition. Where the actual management of the firm is contracted out to individuals other than the owner, those person who have the ultimate power to hire and fire the managers, can, for the purpose of this
- i) The certification application was submitted incomplete.

How to Apply

- Applications and additional information are available by calling the Office of Minority and Women Business Enterprise at (302) 739-4206 or visiting the web site www.state.de.us/omwbe
- Complete an application for certification and provide required documentation (ethnic status of minority owner(s), financial records, on-going business activity, etc.)
- Provide access to its business facilities and key personnel for state certification on-site visit.

WHERE TO APPLY:

Submit completed applications to:
Office of Minority and Women Business
Enterprise
Haslet Armory
122 William Penn Street
Dover, DE 19901

Frequently Asked Questions

Q: Does certification cost money?

A: No

Q: Are there any set asides for MWBEs?

A: No

Q: Does my certification expire?

A: At the end of three years from original certification date.

Q: Will I be notified of all procurement opportunities?

A: No, however, the OMWBE will continue to research bid opportunities and assist in your effort. We are consistently working on ways to improve communication but strongly encourage you to visit the respective resources.

Q: What is the best way to communicate with the OMWBE?

A: Email. Please check your email daily for procurement opportunities.

Q: Do I have to register with any other agency?

A: Yes. There are multiple agencies that have their own bidders list. Please check OMWBE's web site for each respective agency. For example, Government Support Services and the Department of Technology and Information have vendor registration processes.

State of Delaware Minority and/or Women Business Enterprise Application
All completed applications must be returned with the appropriate requested documents listed.

Please type or print clearly

OMWBE use only: Application Date:

Mail application to:
Office of Women and Minority Business Enterprise
Haslet Armory
122 William Penn Street
Dover, DE 19901

If you have any questions regarding the completion of this application, please contact us at (302) 739-4206.

**Note – This section must be filled out in its entirety for the application to be processed.
Incomplete applications will not be processed.**

1. Business Name(s), Contact Information, Federal Employee Identification Number or Social Security Number(EIN/SSN)				
Legal Name of Firm:				
Doing Business As (If applicable):				
Federal E.IN or SSN:		E-Mail Address:		
Address line 1:				
Address line 2:				
City		State	Zip Code	Country
Telephone Number:				
Extension:		Fax Number:		
Company Web Site Address:				
Corp <input type="checkbox"/>	LLC* <input type="checkbox"/>	S Corp <input type="checkbox"/>	Partnership <input type="checkbox"/>	LLP** <input type="checkbox"/>
Sole Proprietor <input type="checkbox"/>				
Joint Venture <input type="checkbox"/>				
Date firm was established?				
Date firm began doing business (date of first contract or sale)				

* Limited Liability Corporation

** Limited Liability Partnership

2. Primary owner applicant information				
Name:		Title:		
Home Address:		City:	State:	Zip Code: Country:
Telephone Number:		Extension:	Fax Number:	
E-Mail Address:				
Date owner acquired controlling interest?				
Sex: <input type="checkbox"/> M <input type="checkbox"/> F		Ethnic Group:		
U.S. Citizen or Permanent Resident: <input type="checkbox"/> No <input type="checkbox"/> Yes				

3. Firm is applying as:			
Minority Business Enterprise		Women Business Enterprise	
<input type="checkbox"/> African American	<input type="checkbox"/> Asian American	<input type="checkbox"/> African American	<input type="checkbox"/> Asian American
<input type="checkbox"/> Hispanic American	<input type="checkbox"/> Native American	<input type="checkbox"/> Hispanic American	<input type="checkbox"/> Native American
<input type="checkbox"/> Subcontinent Asian	<input type="checkbox"/> Other	<input type="checkbox"/> Subcontinent Asian	<input type="checkbox"/> White American
		<input type="checkbox"/> Other	

4. Describe, in detail, what product(s) and/or services your business provides. Attach additional pages and/or the company's catalog or inventory list, if needed.

--

5. Five digit North American Industry Classification System (NAICS) Code(s):
(To assist you in determining your NAICS Code(s) go to www.census.gov/naics)

1.	2.	3.	4.	5.	6.
----	----	----	----	----	----

6. Type of Business		
<input type="checkbox"/> Building trade	<input type="checkbox"/> Manufacturer	<input type="checkbox"/> Other
<input type="checkbox"/> Consultant	<input type="checkbox"/> Supplier	
<input type="checkbox"/> Generalized service	<input type="checkbox"/> Highway Construction	
<input type="checkbox"/> Licensed professional services		

7. Provide the following information for: 1) all business owners, 2) corporate directors (if incorporated), 3) officers, and 4) senior management. If more space is needed, attach additional pages.

Name	Title	Date Appointed	Gender	Ethnicity
Officers of the Company				
Board of Directors				

8. Is any owner or board member of the business, an owner or former owner of another firm engaged in the same or similar type of enterprise?

☐ No ☐ Yes (If yes, identity below)

9. Are there any written, oral, or implied agreements between persons associated in any manner with the firm concerning its ownership and/or operation? (check one) ☐ No ☐ Yes

10. Please list the gross receipts of last two years

(A) Year Ending:	Gross Receipts:
------------------	-----------------

(B) Year Ending:	Gross Receipts:
------------------	-----------------

11. Number of employees

Full time:

Part time:

Seasonal (approximate):

12. List names and titles of persons who perform the following functions. If more than one, indicate what percent each person handles.

	Name	Ethnicity	Gender
Financial Decisions			
Estimating & Bidding			
Negotiating & Contract Execution			
Personnel Management			
Field/Production Operations Supervisor			
Office Management			
Marketing/Sales			
Purchasing of Major Equipment			
Authorized to Sign Company Checks (for any purpose)			

13. Identify persons or firms who provide Legal, Accounting, and Banking services:		
Attorney:		Contact:
Phone:	Fax:	Email:
Address:		
Accountant:		Contact:
Phone:	Fax:	Email:
Address:		
Bank:		Contact:
Phone:	Fax:	
Address:		

14. If the business is a corporation or LLC, please list the following information:
a. Total shares authorized:
b. Total shares issued to date:
c. Are there any restrictions that limit the voting rights of ethnic minority group members, who are shareholders, within the By-laws or Articles of Incorporation, or any other documents? <input type="checkbox"/> No <input type="checkbox"/> Yes <i>(If yes, please explain below)</i>

15. List the three largest contracts or sales completed by the firm during the last three years. List each customer's name and company or organization, the dollar amount of each contract or sale, and the date completed. If any are subcontracts, provide the name of the firm to which you subcontracted.
1. Company or Individual:
Address, City, State:
Phone: Fax: Email:
Description & Amount:
2. Company or Individual:
Address, City, State:
Phone: Fax: Email:
Description & Amount:
3. Company or Individual:
Address, City, State:
Phone: Fax: Email:
Description & Amount:

16. Has this firm or other firm(s) owned by any of its current owners or officers ever been denied certification by the OMWBE or any other certifying entity (check one)? ☐ No; ☐ Yes *(If yes, provide the name of the certifying organization and the reason(s) given for denial, below. Attach copies of any relevant documents (letters, appeal documents, etc.).*

17. Debarment

Is this company, or any other company owned in full or part by any of this company's owners and/or officers, currently debarred from doing business with the State of Delaware? ☐ No; ☐ Yes.

18. Is the Business certified as a M/W/BE with any other certifying agency? If yes, provide the name(s) of the certifying organization(s), below, and attach letters or other documents verifying such certification.

☐ No ☐ Yes

Name	Date Certified	Expiration Date
a.		
b.		
c.		
d.		
e.		
f.		

19. How did you hear about the Office of Minority and Women Business Enterprise:

- | | |
|--|---|
| <input type="checkbox"/> OMWBE staff speak at an event sponsored by another organization | <input type="checkbox"/> OMWBE staff at a trade show or expo |
| <input type="checkbox"/> OMWBE's web site | <input type="checkbox"/> Materials published by OMWBE |
| <input type="checkbox"/> Referred by another organization | <input type="checkbox"/> Referred by the owner of an MBE or WBE |
| <input type="checkbox"/> Delaware state employee | <input type="checkbox"/> Other, please explain briefly: |

Optional Questions

You are not required to answer the following questions and the answers will not affect your company's eligibility for certification. However, the answers will help OMWBE to identify business opportunities that may be suited to your company. Answers may be estimated; exact figures aren't necessary.

For all companies
How many years has your company been conducting business with you as owner?
How many contracts, subcontracts, and/or sales has your company completed during the last 12 months?
What is the largest contract, subcontract, or sale your company completed in the past 24 months?
Has your company done any business with government? <input type="checkbox"/> No; <input type="checkbox"/> Yes
If yes, what level of government (check all that apply): <input type="checkbox"/> Federal; <input type="checkbox"/> State; <input type="checkbox"/> Local
Has your company done any business with government in the State of Delaware? <input type="checkbox"/> No; <input type="checkbox"/> Yes
Number of government contracts, subcontracts, or sales completed (estimate):
For Construction-Related Companies Only (not including suppliers of construction materials)
What is your company's bonding capacity? \$ (indicate "unknown" if you do not know)
What % of your business is direct contracting?
What % of your business is subcontracting?

State of Delaware Minority and/or Women Business Enterprise Affidavit

Hereafter, "the Business" refers to

Business Name

I understand the illegal nature of receiving public or private funds or other property as a consequence of false representation as to the minority status of the business and do herein certify under penalty imposed by Delaware statutes that the information provided is correct and said information herein may be used for the purposes of certifying the business as a Minority and/or Women Business Enterprise. Any false representation will be grounds for denying certification or initiating decertification in the future.

I agree to make available for inspection to the MWBE office any such materials that may be required to substantiate the degree of minority and women ownership and control of the business. I agree to arrange for on-site inspections of the business' facilities in order to verify information provided in this document.

I agree to provide written information relative to any future change in ownership and/or management of the business to the MWBE office within two weeks of the occurrence of the change. I acknowledge that failure to timely submit required change of status documentation might result in the decertification of the business.

I understand that the certification expiration is three years following the initial date of certification. I further understand that the business must apply for recertification prior to the expiration.

Type or Print Name of Owner

Signature of Owner

Date

Title

Subscribed and sworn to before me this _____ day of _____ a.d.

Month, Year

Signed _____
NOTARY PUBLIC IN AND FOR THE

County of _____

State _____

My Commission Expires _____

Date

